

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



February 25, 2005

TO: LEAD HAZARD CONTROL PROGRAM SERVICE PROVIDERS

SUBJECT: 2005 LEAD Contract

Thank you for attending the Lead Hazard Control Program Workshop. We hope it provided you with the necessary information to begin the implementation of your program.

Enclosed is your 2005 Lead Hazard Control Program contract and exhibits with the Department of Community Services and Development (CSD). The contract term is February 15, 2005 through June 30, 2007. The reporting forms to be used during this contract period are available on CSD's website at <http://www.csd.ca.gov> Contractors Only site.

As you know, many major changes were mandated by the Department of Housing and Urban Development (HUD) and were addressed in the cover letter of the draft contract dated January 5, 2005. Following are some reporting processes that will assist you in monitoring your progress and will facilitate CSD's reporting to HUD:

- **Workplan and Workplan Development Worksheet:** Consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the LHC program. Benchmark standards have been developed to assist you and CSD in ensuring the LHC program is completed timely. The workplan also includes description on how units are selected to receive services, lead hazard control activities to be undertaken, matching requirements, blood testing and other measures to be taken to protect children and other occupants.

If you become aware that you will not meet your benchmarks as outlined in your work plan, please contact CSD as soon as possible. CSD's objective is to ensure that you remain on track, and appropriate technical assistance is provided timely.

- **Programmatic Reporting:** In an effort to meet reporting demands of HUD and keep CSD apprised of program activities, quarterly reports will be submitted which reflect activities undertaken, obstacles encountered, and accomplishments in each calendar quarter.

- **Monitoring and Reporting Program Performance:** CSD will assess contractor's progress on a quarterly basis by evaluating actual accomplishments to the objectives specified in the Workplan, quarterly report accomplishments/obstacles, and on-site reviews if conducted during the quarter.

To assist you in obtaining the necessary flood maps required by FEMA, the five compact disks containing the Flood Map Panels were mailed on February 11. A sixth disc, also mailed, entitled Flood Map Image Tool, F-MIT Basic Version 1.0.1 will help users view and navigate the inventory of over 100,000 National Flood Insurance map.

We look forward to working with you in our continued partnership in providing these needed lead-based paint services. Should you have any questions, please contact me at (916) 341-4285 or via e-mail at sgodinez@csd.ca.gov or Dorcas Reyes-Fernandez at (916) 341-4331 or via e-mail at dreyesfe@csd.ca.gov. For reporting requirements, please continue to contact Sharon Juarceys.

Sincerely,

Original signed by

SUKIE GODINEZ, Manager
Lead Hazard Control Program

Enclosure

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814
(916) 341-4200
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February 25, 2005

To All Lead Hazard Control Services Contractors:

2005-2007 Lead Hazard Control Services Contract

Enclosed is your agency's contract packet for 2005-2007 Lead Hazard Control Services. It includes a table of contents and two complete copies of the contract (face sheet, exhibits, and attachments). You may access all reporting forms on the CSD website.

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ Submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify the person who the board has authorized to sign the 2005 Lead Hazard Control Services contract and any amendments.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person who is specified in the governing board resolution as the official representative to sign the 2005 Lead Hazard Control Services contract and, if applicable, any amendments.
- ☐ The following exhibits are part of the contract packet. Please complete as applicable, and return all copies with the contract packet. Note: CSD has entered certain allocations Exhibit B, Attachment I, the 2005-2007 Lead Hazard Control Program Budget. **Do not alter these numbers.**

Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
▪	Attachment I, Lead Hazard Reduction Program Budget
▪	Attachment II, Lead Hazard Control Document Checklist
Exhibit C	General Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit F	Programmatic Provisions
Exhibit G	Definitions
Exhibit H	Certification Regarding Lobbying/Disclosure of Lobbying Activities, STD. LLL.

☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board resolution, insurance and fidelity bond documents, advance request, and, if desired, a transmittal letter, but please do not staple or otherwise attach these documents to the contracts themselves.

☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
700 North 10th Street, Room 258
Sacramento, CA 95814

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign the board resolution and both face sheets. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be **replaced**. Coverage must include workers' compensation insurance, fidelity bond, public liability, and vehicle insurance.

If you have questions regarding the contracting process, you may contact Donna Fairchild of my staff at (916) 341-4275. For questions regarding contractual requirements, reporting forms, insurance coverage, or other requirements, please contact Dorcas Reyes-Fernandez of Environmental Services at (916) 341-4331.

Sincerely,

Original signed by



Fernando Negrete
Manager, Contract Services Unit

FN:DGF
Enclosures

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2005 LEAD HAZARD CONTROL SERVICES
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H1

AGREEMENT NUMBER	AMENDMENT NUMBER
05L-2xxx	0
REGISTRATION NUMBER	

1. STATE AGENCY'S NAME
Department of Community Services and Development
- CONTRACTOR'S NAME
SAMPLE - NOT FOR EXECUTION
2. The term of this Agreement is: January 1, 2005 through December 31, 2005
3. of this Agreement is: \$ SAMPLE - NOT FOR EXECUTION
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provisions
Attachment I, 2005-2007 Lead Hazard Control Program Budget
Attachment II, Lead Hazard Control Document Checklist
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions

Exhibit F - Programmatic Provisions
Attachment I, Work Plan
Attachment II, Work Plan Development Work Sheet
Exhibit G - Definitions
Exhibit H - Certification Regarding Lobbying/Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SAMPLE - NOT FOR EXECUTION		
BY (Authorized Signature)		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS SAMPLE - NOT FOR EXECUTION		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard J. Bueche, Chief Financial Officer		
ADDRESS 700 North 10th Street, Sacramento, California 95814		

☐ Exempt per _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Lead Hazard Control (LHC) Services to selected housing units pursuant to Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, and through funds allocated from Grant CALHB0266-04 as received from the U.S. Department of Housing and Urban Development (HUD) and awarded to the Department of Community Services and Development (State or CSD).
2. The services shall be performed in the following service area:

XXX, XXX, and XXX Counties
3. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Lead Hazard Control
Address:	700 North 10 th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Consideration

- A. Contractor shall not exceed total amounts budgeted for Administrative, Program Support, and Additional Services (if applicable) cost categories as described in Exhibit B, Attachment I, Lead Hazard Control Program (LHCP) Budget. In the event Contractor incurs cost in excess of these amounts, the excess shall be borne entirely by Contractor. Amounts may be modified, however, according to Exhibit B, Budget Detail and Payment Provisions, 3. Fiscal Provisions, A. Payments, 2) Subsequent Payments, item d. below.
- B. CSD maintains discretion to increase or decrease the amount of Consideration based on the Contractor's performance under this Agreement.

2. Matching Contribution

- A. Contractor agrees to bear without reimbursement by CSD a matching contribution of at least 20 percent of the Direct Hazard Control Costs as indicated on Exhibit B, Attachment I, Lead Hazard Control Budget, that is specifically dedicated to supporting the LHCP and consisting of two parts:
 - 1) Part 1 – Ten percent must be from nonfederal sources such as State, local, charitable, nonprofit or for-profit entities, in-kind contributions, private donations, Petroleum Violation Escrow Account (PVEA), and owner contributions. Community Development Block Grant funds are the only federal funds that may be considered part of the 10 percent matching contribution, and only to the extent that they are specifically dedicated to and integrated into supporting the LHCP.
 - 2) Part 2 – Ten percent can be from other resources such as the Low-Income Home Energy Assistance Program, Department of Energy Weatherization Assistance Program, Community Services Block Grant, other federally funded programs, and State, local, charitable, nonprofit or for-profit entities, in-kind contributions, private donations, PVEA, and owner contributions.
- B. In the event the Direct Hazard Control Costs are increased, then the matching contribution shall increase accordingly. Contractor is not obligated to contribute more than the matching contribution.

EXHIBIT B
(Standard Agreement)

- C. Contractor must satisfy its matching contribution obligation. If Contractor's actual matching contribution is less than indicated above, CSD reserves the right to negotiate a new matching contribution amounts to satisfy Contractor's match requirement or to reduce the amount of Consideration. Contractor shall notify CSD at any time it believes it will not meet its matching contribution by the completion of this Agreement.
 - D. Contractor shall adhere to the matching or cost sharing principles in accordance with CFR 24, Part 84.23/85.24 as applicable.
3. Fiscal Provisions
- A. Payments
 - 1) Advance Payments
 - a. CSD may issue an advance payment to Contractor in an amount not to exceed twenty-five percent (25%) of the total Consideration, as set forth on STD. 213, item 3. Contractor shall submit an advance payment request on agency letterhead.
 - b. In the event CSD amends this Agreement to increase the Consideration, CSD may authorize a subsequent advance payment not to exceed twenty-five percent (25%) of the amount of the increase. CSD may authorize subsequent advance payments if Contractor requests such advance payment on its agency letterhead. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure reports.
 - c. Contractor shall maintain funds advanced in an interest-bearing account. If Contractor is a nonprofit or for-profit organization, Contractor may retain up to \$250.00 of interest earned per Contractor's fiscal year for administrative expenses. Any interest earned by Contractor that exceeds \$250.00 as a result of the advanced funds shall be promptly returned to CSD. All check remittances should be sent to the following address:

Department of Community Services and Development
Financial Services Unit
700 North 10th Street
Sacramento, CA 95814

EXHIBIT B
(Standard Agreement)

- d. Liquidation of the advance shall begin with the first expenditure report. The advance must be paid in its entirety no later than 120 days prior to the termination of this Agreement. Any balance of the advance that has not been fully liquidated 120 days prior to the termination date of the Agreement shall be deducted from any sums otherwise due or that may become due to Contractor from CSD, and any deficiency shall be paid promptly to CSD by Contractor.
- 2) Subsequent Payments
- a. Payments to Contractor are contingent upon receipt and approval by CSD of the monthly expenditure reports, as required under Exhibit B, Budget Detail and Payment Provisions, 3. Fiscal Provisions, A. Payments, (2) Subsequent Payments, item e. of this Agreement. If Contractor owes CSD any outstanding balances for overpayments of any Agreement, current or previous, the balance may be offset, based on arrangements made with the Contractor.
 - b. CSD will not make subsequent payments from this Agreement to Contractor until it retains qualified subcontractors and workers that are certified by the State Department of Health Services to work on lead hazard control project activities according to Title 17, California Code of Regulations, Division 1, Chapter 8 (possessing certification as lead inspector/assessor, lead supervisor, and lead worker).
 - c. CSD shall issue payments to Contractor on an actual cost reimbursement basis. Contractor may request CSD to modify line item amounts allocated within Direct Hazard Control Program as specified in Exhibit B, Budget Detail and Payment Provisions, Attachment I, Lead Hazard Control Program Budget, except for the amount allocated toward the EBL (elevated blood level) reserve, unless request is made according to Exhibit B, Budget Detail and Payment Provisions, section 3, Fiscal Provisions, A. Payments, 2) Subsequent Payments, item i. below.
 - d. Contractor may request CSD to modify the total amount allocated for Administrative and Program Support Costs if it does not exceed the amount indicated in Exhibit B, Attachment I, Lead Hazard Control Program Budget.

EXHIBIT B
(Standard Agreement)

- e. Payment for LHC activities may be requested at the following points.
 - i. Contractor may request reimbursement upon completion of Program Support activities as they occur according to Exhibit B, Attachment I, Lead Hazard Control Program Budget. If it is determined during unit assessment that no lead hazards exists and the unit will receive no further services, then Contractor must submit all applicable Phase I documents and Termination Notice (Exhibit B, Attachment II, LHC Document Checklist). If a screening is conducted during unit assessment, then Contractor is to provide a copy of screening results to the property owner. Reimbursement is contingent on CSD's receipt and approval of applicable Phase I documents.
 - ii. Contractor may request reimbursement upon completion of Direct Hazard Control Activities specific to relocation notification, lead-based paint inspection, risk assessment, Housing Developer Pro (HDP) project work write-up and cost estimate. Contractor must submit applicable Phase II documents (Exhibit B, Attachment II, LHC Document Checklist). Reimbursement is contingent on CSD's receipt and approval of applicable Phase II documents.
 - iii. Contractor may request reimbursement upon completion of Direct Hazard Control activities specific to interim controls/abatement services, relocation and upon unit achieving final clearance as conducted by an independent third-party inspector. Contractor must submit all applicable Phase III documents (Exhibit B, Attachment II, LHC Document Checklist). Reimbursement is contingent upon receipt and approval of applicable Phase III documents.
 - iv. If Contractor chooses to request reimbursement for all LHC activities associated with a project upon achieving final clearance, then Contractor must submit all applicable Phase I, II, and III documents (Exhibit B, Attachment II, LHC Document Checklist). Reimbursement is contingent upon prior approval of all applicable Phase I and II documents, and receipt and approval of applicable Phase III documents.

EXHIBIT B
(Standard Agreement)

- f. Contractor shall be entitled to receive up to a maximum of average of \$5,300 per dwelling unit for interim controls/abatement services.
 - g. Costs incurred for LHC services shall not exceed the amount established by Contractor in the HDP work write-up and cost estimate developed after the assessment of the dwelling unit, unless Contractor submits a change order on CSD 317 as approved by CSD. Costs that are less than 10 percent of the HDP cost estimate will not require submission of a change order.
 - h. CSD will assess the appropriateness and reasonableness of the selected specifications and costs as submitted by Contractor in the HDP work write-ups. CSD reserves the right to negotiate the HDP work write-ups and costs estimates with Contractor, if CSD determines that the specifications and costs submitted in the HDP work write-ups are inappropriate or unreasonable.
 - i. Contractor shall use the EBL reserve only in units referred by the local Childhood Lead Poisoning Prevention Program (CLPPP) in which it has been determined that the housing unit is the cause of the lead poisoned child and Contractor has exceeded the maximum average of \$5,300 for LHC services. If Contractor has not depleted the EBL reserve within 120 prior to the completion of this Contractor, then funds can be reallocated to interim controls/abatement line item within the Direct Hazard Control Cost category.
- 3) Payment Guidelines
- a. Contractor may claim reimbursement for outreach only once when using Department of Energy Weatherization Assistance Program (DOE), Low-Income Home Energy Assistance Program (LIHEAP), and LHC program funds concurrently in the same unit.
 - b. Contractor may claim reimbursement for the separate intake and education performed under this Agreement when using DOE, LIHEAP, and LHC program funds concurrently in the same unit. Contractor may not request duplicative payment for any other activity provided in Exhibit F, Programmatic Provisions, Section 13, Scope of Services, from any other source. Contractor may claim payment only for allowable activities performed under this Agreement.

EXHIBIT B
(Standard Agreement)

- c. If any other construction-related services, such as weatherization, home repair, or renovation services, are provided concurrently with LHC activities in the same housing unit, Contractor must ensure that separate material and labor costs incurred are determined and reported to CSD for these activities.
- d. CSD shall reimburse Contractor for expenses incurred in training its personnel in LHC through a program that CSD has preapproved. Reimbursement for each person trained is contingent upon his/her successful completion of training and certification.
- e. Insurance expenses associated with LHC, medical examinations of project personnel as required by worker safety guidelines, and personal protective equipment required by worker safety guidelines are reimbursable expenses under this Agreement.

4. Fiscal Reporting

A. Expenditure and Direct Project Costs Reports

- 1) Contractor shall ensure that CSD receives the following reports, as applicable, on or before the fifteenth (15th) calendar day of each month, irrespective of the level of activity or amount of expenditure in the preceding month:
 - a. Lead Hazard Control Program Expenditure - Summary (CSD 950);
 - b. Expenditure Report – Program Support Costs (CSD 950B);
 - c. Expenditure Report – Direct Hazard Control Costs (CSD 950C); and
 - d. Expenditure Report – Matching Contribution (CSD 950F).
- 2) Contractor shall record allowable costs on expenditures forms prescribed by CSD. If Contractor incurs zero expenditure during a reporting period, Contractor shall submit an expenditure report indicating zero expenses.

B. Close-Out Reports

- 1) CSD will close out the Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed.

EXHIBIT B
(Standard Agreement)

- 2) Within 90 days after the expiration or termination of the Agreement, Contractor must submit all financial, performance, and other reports required as a condition of the Agreement on the appropriate CSD forms. These may include but are not limited to the following close-out reports:
 - a. Final performance or progress report;
 - b. Financial Status Report;
 - c. Final Expenditure Report;
 - d. Program Income Report; and
 - e. Equipment and Supplies Report.
- 3) Within 90 days after receipt of the closeout reports described above, CSD will make upward or downward adjustments to the allowable costs.
- 4) Contractor must immediately refund to CSD any balance of any cash advanced that is not authorized to be retained for use on other Agreements.
- 5) The closeout of this Agreement does not affect CSD's right to disallow costs and recover funds on the basis of a later audit or other review.

5. Allowable Costs

For performance of the work under this Agreement, Contractor shall be reimbursed for costs incurred (hereafter referred to as "allowable costs") that CSD determines are allowable, allocable, and reasonable in accordance with the provision of OMB Circular A-122, "Cost Principles for Non-Profit Organizations."

6. Program Income

Any program income derived as a result of this Agreement shall be added to funds committed under your Agreement to further LHC activities. Prior to using program income to further the objectives of the LHC program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the LHC program for which this Agreement is awarded in accordance with CFR 24, Part 84.25/85.25 as applicable.

EXHIBIT B
(Standard Agreement)

7. Provisions for Federally Funded Grants

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of Congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to CSD by the United States Government for the 2004/2005 fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. CSD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

8. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CSD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other Considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CSD shall have the option to either cancel this Agreement with no liability occurring to CSD, or offer an agreement amendment to Contractor to reflect the reduced amount.

9. Attachments

- A. Exhibit B, Attachment I, Lead Hazard Reduction Program Budget, is attached to this Agreement and hereby incorporated by this reference.
- B. Exhibit B, Attachment II, LHC Checklist, is attached to this Agreement and hereby incorporated by this reference.

**EXHIBIT B -ATTACHMENT I
2005-2007 LEAD HAZARD CONTROL PROGRAM BUDGET**

Contractor: SAMPLE		Contract Number: 05L-	Telephone Number:
Prepared By:	E-mail Address:		Fax Number:
SECTION A - ADMINISTRATIVE COSTS			
1	Administrative Costs		
SECTION B - PROGRAM COSTS			
2	Worker Medical Exam/Blood Testing		
3	Vehicle and Equipment		
4	Training		
5	Outreach		
6	Intake		
7	Client education		
8	Unit Assessment		
9	Client Blood Testing		
10	SHPO		
11	Other (Specify):		
12	Total Program Costs	\$	
SECTION C - DIRECT HAZARD CONTROL COSTS			
13	Inspections		
14	HDP Project Design		
15	Relocation		
16	Interim Controls/Abatement		
17	Clearances		
18	EBL Reserve		
19	Total Direct Hazard Control Costs	\$	
SECTION D - ADDITIONAL SERVICES		\$	
SECTION E - TOTAL BUDGET (Lines 1, 12, 19 & Section D)			

LEAD HAZARD CONTROL PROGRAM BUDGET INSTRUCTIONS

HEADING

Enter the name of your agency and the contract number. Enter the name, title, telephone number, E-mail, and fax number of the person preparing the budget.

SECTION A – ADMINISTRATIVE COSTS

Line 1 - Administrative Costs – Total Administrative costs must not exceed amount indicated in Section A. Administrative costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, accounting, audit, office supplies, and miscellaneous.

SECTION B – PROGRAM COSTS

Line 2 - Worker Medical Exam/Blood Testing – Enter the amount of funds allocated for worker medical exams and lead blood testing for the purpose of evaluating employees' condition to perform lead hazard reduction services.

Line 3 – Vehicle and Equipment – Enter the amount of funds allocated for acquisition cost (actual cost to purchase) of vehicles and equipment. Include only those purchases that are over \$5,000 per unit.

Line 4 – Training – Enter the amount of funds allocated for Lead Hazard Control-related training, both internal and external. Costs include actual labor costs, training materials, admissions, and travel expenditures.

Line 5 – Outreach – Enter the amount of funds allocated for outreach costs. Includes actual costs associated with participation at community events, marketing the program to property owners, development and dissemination of flyers, brochures, advertisements, etc.

Line 6 – Intake – Enter the amount of funds allocated for intake activities. Includes actual costs associated with project enrollment, income verification, obtaining authorizations to conduct services, and similar activities.

Line 7 – Client Education – Enter the amount of funds allocated for client education activities. Includes actual costs associated with direct education to property owners and tenants enrolled in the Lead Hazard Control Program.

Line 8 – Unit Assessment – Enter the amount of funds allocated for unit assessment. Includes actual costs associated with a preliminary building assessment to determine feasibility of project by verifying age, deterioration of painted surfaces, conducting preliminary screening to determine the presence of lead, building condition, completing the Minor Rehabilitation Environmental Review, and similar activities.

Line 9 – Client Blood Testing – Enter the amount of funds allocated for lead blood testing for children under the age of six that reside in the unit or spend at least six hours a week at the unit. Includes actual costs for the lead blood screening and assistance to the child's family to lessen the burden of arranging the blood testing such as reimbursement for travel costs, vouchers, other financial incentives, etc.

Line 10 – SHPO – Enter the amount of funds allocated for completing the historical review. Contractor has the option of performing the historical review in-house or contracting with a consultant.

Line 11 – Other – Enter the amount and purpose of funds allocated for other activities that are essential to the implementation of the Lead Hazard Control Program.

Line 12 – Total Program Costs - Enter the budgeted amount from Lines 2–11. Total Program Costs must not exceed amount indicated in Section B.

SECTION C – DIRECT HAZARD CONTROL COSTS

The amounts budgeted for Section C were based on Round VII costs. Contractor can modify the amounts in lines 13-18 by increasing or decreasing the allocation with exception to the EBL reserve, which cannot be decreased.

Line 13 – Inspections – Includes actual cost of conducting a lead-based paint inspection, risk assessment, or a combination of both in accordance with HUD guidelines and CSD policies. The cost should include associated laboratory and travel costs.

Line 14 – HDP Project Design - Includes actual costs of developing the project specifications using the Housing Developer Pro software and the cost estimate.

Line 15 – Relocation – Includes the actual costs to relocate the household where lead hazard control services will be performed. Contractor should refer to CSD relocation policy for guidance.

Line 16 – Interim Controls/Abatement – Includes actual costs associated with delivery of lead hazard control services, including labor, materials, subcontractors, disposal fees, permits, travel and like activities.

Line 17 – Clearances – Includes actual costs billed to contractor by the independent third party to perform clearance inspections in accordance with HUD Guidelines.

Line 18 – EBL Reserve - Modification to the amount budgeted can only be increased. The EBL reserve is limited for use in units referred by the local Childhood Lead Poisoning Prevention Program (CLPPP) in which CLPPP has determination that the child was poisoned as a result of the housing unit. The reserve is restricted to providing interim controls/abatement services.

Line 19 – Total Direct Hazard Control Costs - Enter the budgeted amount from lines 13-18. Total Direct Hazard Control Costs cannot be less than the amount indicated in Section C.

SECTION D – TOTAL BUDGET (Lines 1, 12 and 19)

Amount listed is the Contractor's total contract budget.

EXHIBIT B, ATTACHMENT II. LEAD HAZARD CONTROL DOCUMENT CHECKLIST

Project No. _____ Address _____

PHASE I		UNIT ENROLLMENT
	R	Intake form used by Contractor to determine income eligibiliy
	R	CSD 904 - Project Application
	R	CSD 321 - Lead-Safe Education Confirmation of Receipt
	R	MRER - Minor Rehabilitation Environmental Review
	R	Refusal of Blood Lead Testing OR Release of Medical Information
	R	SHPO recommendation by Contractor and/or hired consultant
	R	CSD 950B - Expenditures Program Support Costs
	R	CSD 950 - Lead Hazard Control Program Expenditure Report - Summary
PHASE II		DIRECT HAZARD CONTROL COSTS - RELOCATION NOTICE/INSPECTIONS
		A. Relocation
	R	Sample Notice 1 - General Information for Residential Tenant That Will Not Be Displaced
	R	Sample Notice 2 - Notice of Nondisplacement for Residential Tenant
	I/A	Waiver of Rights to Permanent Relocation Benefits (IF NEEDED)
		B. Inspection
	R	CSD 914 OR 918 - Lead-Based Paint Inspection Report
	R	CSD 916 OR 918 - Lead-Based Paint Risk Assessment Report
	R	CSD 912 - Project Field Sketch
	R	CSD 915 - Environmental Sample Collection Sheet
	R	DHS 8552 - Lead Hazard Evaluation Report
		C. Lead Hazard Abatement Forms
	R	CSD 907 - Tenant's Authorization to Perform Lead Hazard Reduction Services
	R	HDP Spec Titles by Location/Trade - Work Write Up & HDP Cost Estimate
	R	CSD 908 - Lead Hazard Control Program Project Cost Agreement and Authorization
		D. Expenditures Forms
	R	CSD 950 - Lead Hazard Control Program Expenditure Report - Summary
	R	CSD 950B - Expenditure Report - Program Support Costs
	R	CSD 950C - Expenditure Report - Direct Hazard Control Costs
	R	CSD 950F - Expenditure Report - Matching Contributions
	R	All applicable Phase I documents not already submitted
PHASE III		DIRECT HAZARD CONTROL COSTS - INTERIM CONTROLS/ABATEMENT SERVICES
	R	DHS 8551 - Abatement of Lead Hazards Notication
	R	DHS 8552- Lead Hazard Evaluation Report
	R	CSD 917 - Lead-Based Paint Clearance Report
	I/A	CSD 317 - Contract Change Order
	R	CSD 950 - Expenditure Report - Summary
	I/A	CSD 950B - Expenditure Report - Program Support
	R	CSD 950C - Expenditure Report - Direct Hazard Control Costs
	R	CSD 950F - Expenditure Report - Matching Contribution
	R	All applicable Phase I and II documents not already submitted
Other		LHC WORK/CLEARANCES
	I/A	CSD 952 - Notice of Termination

R = Required
I/A = If Applicable

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS (from GTC - 304)

1. Approval

This Agreement shall become a valid, enforceable agreement only after both parties sign it.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896)

5. Indemnification

Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

EXHIBIT C
(Standard Agreement)

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Nondiscrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT C
(Standard Agreement)

10. Certification Clauses

The Contractor Certification Clauses contained in the document CCC-304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. (Refer to <http://www.documents.dgs.ca.gov/ols/CCC-304-A.doc>.)

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. Antitrust Claims

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code),

EXHIBIT C
(Standard Agreement)

arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
(Standard Agreement)

17. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

18. Union Activities

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this Agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- A. Contractor will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract;
- B. No State funds received under this Agreement will be used to assist, promote, or deter union organizing;
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings; and
- D. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Travel and Per Diem

Contractor's programmatic-related travel costs and per-diem reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997 and 599.631, dated October 1, 2001, and as amended from time to time.

2. Audit Reports

- A. Funds provided under this Agreement shall be included in a single audit of the recipient agency. This audit shall be conducted in accordance with OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations").
- B. Audited financial statements shall be prepared in accordance with generally accepted accounting principles promulgated by the American Institute of Certified Public Accountants; those audit standards set forth in the publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the General Accounting Office as they apply to financial and compliance audits; and any other applicable state and federal guidelines. Additionally, the report shall show receipt and expenditure of the State's funds separately by contract.
- C. Contractor shall submit to CSD two (2) copies of the required audit report within ninety (90) days of the expiration of Contractor's fiscal year. Upon written request by Contractor, CSD may grant an extension of time for submittal of audit report.
- D. Where services or funds under this Agreement are provided to, for, or by a wholly owned or -controlled subsidiary of Contractor, Contractor hereby provides assurances that an audit shall be performed of this subsidiary organization in accordance with Exhibit D, Special Terms and Conditions, Section 2, Audit Reports. The required audit report will be made available to the State upon request.

3. Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

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(Standard Agreement)

- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. Insurance and Fidelity Bond

A. General Requirements

1) Third-Party Insurance

- a. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- b. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- d. New Certificates of Insurance are subject to review for content and form by CSD.
- e. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- f. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- g. The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required

EXHIBIT D
(Standard Agreement)

current insurance coverage being on file at CSD for this Agreement.

2) Self-Insurance

- a. When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- b. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- c. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

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(Standard Agreement)

D. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

E. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

F. Lead Hazard Control Specific Insurance

- 1) Pollution Liability
 - a. Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

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(Standard Agreement)

- b. The policy must include the State of California, its officers, agents, employees and servants as additional insureds but only insofar as the operations under the Contract are concerned.

G. Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 shall be provided.

5. Termination and Suspension

A. Termination

- 1) Either party may terminate this Agreement at any time prior to its date of expiration upon 30-calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.
- 2) Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

B. Suspension

- 1) The State may, upon reasonable written notice to Contractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
 - a. Notify the Contractor in writing by certified mail or personal service;
 - b. Specify the effective date of the suspension;
 - c. Specify the reason for the suspension and what corrective action is expected;
 - d. Give a specified period of time in which to take correction action; and

EXHIBIT D
(Standard Agreement)

- e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate this Agreement.
 - 3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
 - 4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the State in the notice of suspension.
6. Procedure for Resolution of Any Dispute
- A. Contractor shall continue with the responsibilities under this Agreement during any dispute.
 - B. Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that cannot be resolved informally between Contractor and the State shall be decided by the following two-step procedure.
 - 1) Contractor must provide written notice of the particulars of such dispute to the program manager or his/her duly appointed representative. The program manager must respond in writing within ten (10) working days of receiving the written notice of dispute. Should Contractor disagree with the program manager's decision, Contractor may appeal to the second level. Pending decision on appeal, Contractor shall proceed diligently with the performance of this Agreement in accordance with the program manager's decision.
 - 2) The second-level appeal must indicate why the program manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents along with a copy of the program manager's response. This letter shall be sent to the Deputy Director for Programs. The second level appeal must be filed within fifteen (15) working days of receipt of the program manager's decision. Failure to submit such an appeal within the period specified shall constitute a waiver of any and all such rights to adjustment of this Agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of receipt of the appeal.

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(Standard Agreement)

7. Lien Rights

The State retains lien rights on all funds advanced.

8. Subcontracts

- A. Contractor may enter into subcontract(s) to perform the provisions of this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in Exhibit A, Scope of Work, Section 2.
- B. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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(Standard Agreement)

9. Governing Board Resolution

Contractor assures that its governing body has adopted and passed a resolution specific to this Agreement, which shall be forwarded to the State and which includes, at minimum, the following provisions:

- A. Authorization for the submittal to the State of this Agreement, including all exhibits and assurances contained herein;
- B. The name and signature of the chairperson of the board; the date signed by the chairperson; and, if applicable, the date the resolution was ratified by the board of directors;
- C. Identification of the contract number and program;
- D. Authorization to and identification of the person/position certified as the official representative of the governing board to sign and enter into this Agreement and any subsequent amendments; and
- E. A statement that stipulates whether the governing board wishes to delegate authority for: (1) amendments that alter the maximum amount of the Agreement and/or the term of this Agreement; and/or (2) modifications to Exhibit A, Scope of Work (including the service area) and/or to Exhibit B, Attachment I, Lead Hazard Control Program Budget.

10. Contractor Licensing

Contractors that are nonprofit organizations and are performing weatherization activities in conjunction with LHC activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur.

11. Contractor's National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

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(Standard Agreement)

12. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

13. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

EXHIBIT D
(Standard Agreement)

- A. Segregation of duties appropriate to safeguard state assets;
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- D. Established practices to be followed in performance of duties and functions;
- E. Personnel of a quality commensurate with their responsibilities; and
- F. Effective internal reviews.

14. Codes of Conduct

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in Office of Management and Budget Circular A-110, section 42.

15. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286 and 10286.1, and is eligible to contract with the State of California.

EXHIBIT D
(Standard Agreement)

16. Domestic Partners

Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a Contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

17. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

18. Information Integrity and Security

Contractor is a non-State entity; and as such it certifies that it will safeguard access to State information resources, which includes the integrity and security of the State's automated files and databases. (State Administrative Manual Sections 4840.4, 4841.2, and 4841.3) Contractor shall establish appropriate policies and procedures for preserving the integrity and security of each automated file or database to include, at a minimum, the following:

- a. Appropriate levels of confidentiality for the data based on data classification (see State Administrative Manual Section 4841.3);
- b. Standards for transmission and storage of the data, if applicable;
- c. Agreement to comply with all State policy and law regarding use of information resources and data;
- d. Signed confidentiality statements for any officers, employees, and board members that may have access to State information assets in conducting business with the State;
- e. Agreement to apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used; and

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- f. Agreement to notify the State data owners promptly if a security incident involving the data occurs.

19. Forms

CSD shall provide masters of the LHC forms for electronic bimonthly reporting and activity on CSD's website at <http://www.csd.ca.gov>, and Contractor shall duplicate them for future use. CSD must approve any Contractor equivalent forms.

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ADDITIONAL PROVISIONS

1. Compliance with Rules and Regulations

Contractor shall conduct activities with respect to this Agreement in accordance with pertinent federal and state rules and regulations, including relevant Office of Management and Budget (OMB) Circulars and ongoing amendments thereto and State rules and regulations, including those pertaining to applicable licenses as required by the Contractors' State License Board.

2. Record-Keeping Responsibilities

Contractor shall maintain all records in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or OMB Circular A-110, Attachment C, ("Grants and Agreements with Institutions or Higher Education, Hospitals, and Other Nonprofit Organizations"), whichever is applicable.

3. Nondiscrimination Compliance

A. Contractor hereby certifies compliance with the following:

- 1) Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity.
- 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
- 3) Rehabilitation Act of 1973, as amended.
- 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- 5) Title 41, Code of Federal Regulations, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 6) Public Law 101-336, Americans with Disabilities Act of 1990.

B. Contractor agrees to abide with and shall include the nondiscrimination and compliance provisions of the above clauses in all subcontracts to perform work under this Agreement.

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4. Affirmative Action Compliance

- A. Each Contractor or Subcontractor who has fifty (50) or more employees and has an agreement of fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program is to follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.1 0 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part 11 of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

5. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor

In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within thirty (30) calendar days from the date of such action.

6. Contractor Assurances

Contractor assures that it shall be in compliance with Federal and State Occupational Safety and Health statutes, the California Safe Drinking Water, and the Toxic Enforcement Act of 1986.

7. Federal Certification Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B.) above of this certification; and
- D. Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

8. Pro-Children Act of 1994

- A. Contractor must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- B. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

9. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

10. Political Activities

- A. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement.
- B. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

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11. Lobbying Activities

- A. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement.
- B. If Contractor has made or has agreed to make any lobbying payment using nonappropriated funds, it must file a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," Exhibit H, Certification Regarding Lobbying/Disclosure of Lobbying Activities. Contractor must file this disclosure form with CSD at the end of each calendar quarter in which lobbying occurs.

12. Contractor's Assurance Regarding Property

- A. Contractor assures that it shall comply with the procurement principles in accordance with CFR Title 24, Housing and Urban Development, Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Subpart C--Post-Award Requirements, sec. 85.36, Procurement.
- B. Contractor assures that it shall exercise due care in the usage, care, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property purchased by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - 1) Maintaining insurance coverage against loss or damage to such property; and
 - 2) Ensuring that the legal ownership of any such equipment is in the name of the State.
- C. Contractor assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
 - 1) Contractor shall obtain prior written approval from CSD for the purchase or lease of equipment with both an acquisition cost of five thousand dollar (\$5,000) and a useful life of one (1) or more years unless such intent is listed and defined on Exhibit B, Attachment I, Lead Hazard Control Program Budget, of this Agreement. Contractor, however, must obtain prior approval from CSD for the purchase or lease of vehicles and trailers in each instance, whether or not such action is included in Exhibit B. Noncompliance shall result in a disallowance of purchase/lease item(s).

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- 2) Notwithstanding adherence to Office of Management and Budget requirements contained in OMB Circulars A-102, Subpart C (Grants and Cooperative Agreements with State and Local Governments) or A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), if the purchase or lease of equipment/vehicle is not included within the budget in the execution of this Agreement, in all instances Contractor shall submit a Request for Purchase/Lease Approval, CSD 558, to CSD for approval.

13. Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arise from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

14. Patent Rights (Small Business First and Nonprofit Organizations)

- A. Patent rights are as specified in 37 CFR Part 401 entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."
- B. Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 Seventh Street, Room P3206
Washington, D.C. 20410-3000

15. Limitation on Payments to Influence Certain Federal Transactions (over \$100,000)

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal

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actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

16. Certification Prohibiting Excessive Force Against Nonviolent Civil Rights Demonstrators

This certification applies to any grant or cooperative agreement using funds appropriated under section 103 of the Housing and Community Development Act of 1974 (42 U.S.C. 5304).

The Contractor certifies that it has adopted and is enforcing:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

17. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for purchase or improvement of land nor for purchase, construction, or alteration of any building or other facility. Work directly associated with lead-hazard control is permitted.

18. Publications and News Releases

- A. Definition: For the purpose of this clause, "publication" includes:
 - 1) Any document containing information for public consumption; or
 - 2) The act of, or any act that may result in, disclosing information to the public.
- B. The results of this program are planned to be made available to the public through dedication, assignment by HUD, or such other means as the federal government shall determine.
- C. Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work

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sheets, survey instruments, computer tapes, and other physical materials and products produced directly under this Agreement are considered Official Products of Work, owned by the federal government and held for the benefit of the public.

D. Publication of Official Products of Work

Official Products of Work, quotations there from, paraphrasing, or disclosures of interim findings may not be published without the approval of both HUD and CSD for a period of 60 days after acceptance of the product by HUD. Thereafter, the grantee shall be free to publish without HUD approval.

E. Acknowledgment and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this Agreement, when published by Contractor, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

F. Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this grant that may be made by Contractor or its staff, or any subcontractor or other person or organization participating in the work of this Agreement shall be provided to CSD and HUD at the earliest possible time. News releases and other public announcements may not disclose any interim finding, quote, or paraphrase any part of any Official Product of Work without complying with paragraph E above.

19. Subject Invention

Should Contractor develop an invention conceived or first actually reduced to practice in the performance of work under this Agreement (a "subject invention"), Contractor may retain the entire right, title, and interest throughout the world to each subject invention. The federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Contractor will disclose each subject invention to HUD within two months after the inventor discloses it in writing to CSD. Contractor agrees to

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comply with all required federal procedures pertaining to subject inventions included in CSD's HUD grant.

20. Procurement

Upon the State's request, Contractor shall furnish proof that materials used under this program conform to the requirements of State, county, or local regulations and were procured in conformance with OMB Circular A-110, Attachment 0 ("Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations") or OMB Circular A-102, Section 36 ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), whichever is applicable.

21. Certification Regarding Parties Excluded from Federal Procurement and Nonprocurement Programs

By signing this agreement, Contractor certifies that before awarding any subcontract or subaward, it will ensure that the proposed subcontractor or subrecipient is not included on the U.S. General Services Administration's (GSA) "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." The GSA's electronic list is known as the "Excluded Parties List (Debarred Bidders List)" and can be obtained via the Internet at the following site: <http://epls.arnet.gov>. If a proposed subcontractor or subrecipient is on the GSA's Excluded Parties List, it is ineligible for assistance and the Contractor is restricted from awarding it a subcontract or subgrant.

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PROGRAMMATIC PROVISIONS

1. Indemnification

Contractor agrees to indemnify, hold harmless, and release the State for any and all liability arising out of the presence of lead-based paint at the assisted unit or housing development at any time prior to the State's complete alienation of its interest in the property, regardless of the time of demand. The indemnitor waives the protection of Civil Code Section 1542. Liability may be established by, among other forms of demands, a demand in the form of a judgment, a settlement, or an administrative order and may include costs, fees, penalties, interest, and other costs thereto. "Any and all liability" includes, but is not limited to, liability for: (1) the clean up of lead-based paint, dust, and/or contaminated soil; (2) claims for contribution or apportionment of remedies; and (3) claims for physical or other damages to persons, property, or natural resources. The duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. Contractor's duties herein arise regardless of the existence or degree of fault or negligence, whether active or passive, on the part of the State. This paragraph is in addition to any other indemnity provision of this Agreement and is not to be considered in any manner to supersede any other indemnity provision of this Agreement.

2. Equitable Treatment

Contractor shall assure that owners and renters receive equitable treatment under this program.

3. Record-Keeping Responsibilities

- A. Contractor shall maintain a separate file for each housing unit enrolled in the LHCP. Said files shall include all forms completed pertaining to the dwelling and its inhabitants. CSD will supply masters of the forms for Contractor's use.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final close-out report. Contractor shall maintain, however, records until resolution of any litigation, claim, negotiation, audit, monitoring findings, or other actions are completed in accordance with 24 CFR Part 84.53/85/42 as applicable.
- C. Contractor shall maintain source documentation in such a manner that includes job references and total job hours so that actual labor hours billed to the LHC Program can be substantiated.

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- D. Contractor shall make appropriate books, documents, papers, and records available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.
- E. Contractor assures that employee and project participants' records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4. Right to Monitor, Audit, Inspect, and Investigate

- A. The federal, state, or duly authorized representative of the State government shall have the right to undertake investigations in accordance with 42 USC 9908 et seq., as amended.
- B. Contractor is not required to accompany a CSD staff member or an independent inspector on client inspection visits, to provide transportation, or to provide equipment to CSD or the inspector unless Contractor desires to do so. CSD and the inspector, however, will permit Contractor personnel to participate in client visits.
- C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting the State or a duly authorized representative of the state or federal government access to the working papers of said audit firm(s).

5. Training and Certification

Contractor assures that all personnel involved in LHCP that need certification have current certifications issued by the Department of Health Services to work on Lead Hazard Control Program activities according to Title 17, California Code of Regulations, Division 1, Chapter 8 (possessing certification as lead inspector/assessor, lead supervisor, and lead worker).

6. Environmental Laws and Mitigation Activities

Contractor assures that it will comply with the environmental laws and authorities at 24 CFR 50.4, and that it will:

- A. Supply information necessary for CSD to perform any required environmental review of properties; and

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B. Carry out mitigation measures required by HUD or CSD.

7. Use of Funds

Contractor assures that assistance provided under this Agreement shall not be used to supplant other resources designated for the LHC activities performed. For the purposes of this clause, "other resources" means resources provided from any source other than this Agreement.

8. Conformance to Laws, Regulations, and Guidelines

Contractor assures that all LHC work shall be performed in accordance with "Lead in Construction" OSHA Standard, 29 CFR 1910.1025; "Waste Disposal: 40 CFR parts 260-268" (EPA regulations); "Lead-Based Paint: Guidelines for Hazard Identification and Abatement in Public and Indian Housing" (HUD); and HUD Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition."

9. Eligibility

LHC services shall be available only for privately owned, low- and moderate-income housing units that meet the requirements of Exhibit F, Programmatic Provisions, either Section 9., Eligibility, A. Rental Units, 1) or 2) below, as applicable, and 3).

A. Rental Units

- 1) At least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level. The remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level. In all cases, the landlord shall give priority in renting units assisted under this section, for not less than three (3) years following the completion of lead abatement activities, to families with a child under the age of six (6) years, except that buildings with five (5) or more units may have 20 percent of the units occupied by families with incomes above 80 percent of the area median income level;
- 2) One or more of the units occupied by households that meet the income eligibility requirements in Section 9, Eligibility, A. Rental Units, item 1) above, have children living in the unit who are under six (6) years in age; and
- 3) If the hazards of LHC activities in a given unit are such that the occupants' health and safety are jeopardized and temporary relocation of tenants is required, the owner or Contractor must make available at least one housing

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unit to be used as temporary housing for displaced tenants. Such temporary housing must be acceptable to the displaced tenants.

B. Principal Residence of Owner-Occupants

All units assisted with this Agreement shall be the principal residence of families with incomes at or below 80 percent of the area median income level. Not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6) years spends a significant amount of time visiting.

C. All Types of Housing

- 1) The owner agrees to have Contractor perform the LHC activities required by the HDP work write-up/cost estimate, and agrees to owner participation in accordance with Exhibit F, Attachment I, Work Plan, Task 3;
- 2) The building is structurally sound;
- 3) The building has multiple surfaces with lead-based paint present and levels of dust lead above the clearance levels established by HUD;
- 4) If temporary relocation is necessary, the household agrees to comply;
- 5) The legal guardian(s) of any children under six (6) years who reside in the household agree(s) to allow blood lead level testing of their children or to complete a refusal of a blood lead testing form (the master of which CSD will supply to Contractor); and
- 6) The owner of the building agrees to allow a clearance inspection, consent of a visual inspection, and lead dust testing upon completion of the LHC work.

10. Income Verification

- A. Contractors that combine other sources of funding, e.g., CDBG, HOME, etc., with Lead Hazard Control Grant Funds must ensure that housing units receiving such assistance also meet the income eligibility requirements applicable to other programs.
- B. Income eligibility is based on the household's current annual income (12 months). For acceptable types of documentation and methods for determining annual income, refer to HUD Policy Guidance Number 2005-01.

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- C. The provision of LHC services shall begin within one hundred twenty (120) days of eligibility certification or the household shall be recertified.
- D. Contractor shall maintain adequate documentation of household income in the individual project file.

11. Service Priority

- A. Priority shall be given to pre-1978 privately owned residential housing units containing deteriorated painted surfaces occupied by low- to moderate-income families with at least one child under the age of six (6) residing in the unit or where a child spends a significant amount of time visiting.
- B. Priority shall be given to families with children who have elevated blood lead levels as defined by the California Department of Health Services.

12. Other Requirements

- A. Contractor agrees to cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Contractor's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.
- B. Contractor agrees to participate and assist CSD in training, research, advisory, and/or programmatic activities required by CSD as part of this LHC project.

13. Scope of Services

Contractor shall perform LHC activities in accordance with the attached Exhibit F, Attachment I, Project Work Plan.

14. Programmatic Reporting Requirements

- A. Contractor shall submit to CSD the LHCP Quarterly Progress Report (CSD 960) no later than December 15, April 15, July 15, and October 15 for each respective quarter following execution of this Agreement through project closeout. Quarterly Progress Reports must reflect activities undertaken, obstacles encountered, and accomplishments in each calendar quarter. Contracts, training materials and protocols, rosters of persons trained, outreach and education materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the quarterly report as attachments.

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- B. Failure to submit timely quarterly progress reports will result in a delay in expenditure payments processed and/or approved for payment until such time as the quarterly report is submitted to CSD.
- C. HUD Form 60002, Economic Opportunities for Low and Very Low-Income Persons (Section 3) report must be completed and provided to CSD by January 1 yearly.

15. Monitoring and Reporting Program Performance

- A. CSD shall provide Contractor with quarterly performance reports that will contain a comparison of actual accomplishments to the objectives established for the period as specified in Exhibit F, Attachment I, Project Work Plan and Exhibit F, Attachment II, Project Work Plan Benchmark Schedule.
- B. CSD will periodically conduct onsite visits to ensure compliance with programmatic provisions of this Agreement. Contractor will be advised of issues of noncompliance and will receive appropriate technical assistance or be required to develop a corrective action plan to resolve the issue.
- C. CSD or its subcontractor shall conduct field inspections to ensure that Lead Hazard Control activities were conducted with regard to the HUD Guidelines, Title 17, California Code of Regulations, Division 1, Chapter 8; CSD HDP project design, CSD's LHCP Policies & Procedures; local building codes; Cal/OSHA Lead in Construction Standard; Title 8, Section 1532.1; the Toxic Substance Control Act; the pre-Renovation Lead Information Rule; and any other pertinent lead-related regulations. Contractor will be advised of issues of noncompliance and will receive appropriate technical assistance or be required to develop a corrective action plan to resolve the issue.
- D. Events may occur between the scheduled performance reporting dates that have a significant impact upon the Agreement. In such cases, Contractor must inform CSD as soon as the following types of conditions become known:
 - 1) Problems, delays, or adverse conditions that will materially impair the ability to meet the objectives of this Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2) Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

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16. Special Conditions for “High-Risk” Contractors

- A. Contractor may be considered high risk if CSD determines that Contractor:
 - 1) Has a history of unsatisfactory performance,
 - 2) Is not financially stable, or
 - 3) Has not conformed to the terms and conditions of this Agreement.
- B. Special conditions or restrictions may include:
 - 1) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
 - 2) Requiring additional, more detailed financial reports;
 - 3) Additional project monitoring; or
 - 4) Requiring the Contractor to obtain technical or management assistance.
- C. If CSD decides to impose such conditions, CSD will notify the Contractor as early as possible, in writing, of:
 - 1) The nature of the special conditions/restrictions;
 - 2) The reason(s) for imposing them;
 - 3) The corrective actions that must be taken before they will be removed and the time allowed for completing the corrective actions; and
 - 4) The method of requesting reconsideration of the conditions/restrictions imposed.

17. Forms

CSD shall provide masters of LHC forms referenced in the body of this Agreement to Contractor for duplication and use.

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ATTACHMENT I, WORK PLAN

1. Work Plan Objectives

- A. Contractor agrees to meet at least the following objectives during the term of this Agreement:
- 1) Complete LHC (Lead Hazard Control) services to at least **xx** pre-1978 privately owned residential units meeting eligibility requirements indicated in Exhibit F, Programmatic Provisions, Section 9, Eligibility.
 - 2) Conduct weatherization services in conjunction with LHC services in accordance with CSD's weatherization programs or utility-funded programs in each unit unless approved otherwise by CSD.
 - 3) Provide lead hazard education to enrolled property owner and residents, and participate in at least two community outreach events to educate the general public on lead hazards.
 - 4) Provide matching funds in the amount of 20% of the Direct Hazard Control Costs in accordance with Exhibit B, Budget Detail and Payment Provisions, Section 2, Matching Contribution.
 - 5) Develop partnerships with local CLPPP, housing, health agencies, and other entities to increase the effectiveness of the LHC program activities.
 - 6) Demonstrate efforts to recruit from the low-income community to fill vacant positions within Contractor's LHC program.
 - 7) Conduct LHC activities in a timely manner in accordance with Exhibit F, Programmatic Provisions, Attachment II, Benchmark Standards Worksheet.
- B. Contractor shall conduct the following key tasks in accordance with CSD's LHCP Policies and Procedures and applicable state, federal, and local laws.

2. Task 1 - Outreach, Education, and Intake

- A. Contractor shall perform all outreach, intake, and client education activities in accordance with the standards of CSD's LHCP Policies and Procedures.
- B. Contractor's staff shall identify privately owned housing units in accordance with Exhibit F, Programmatic Provisions, Section 9, Eligibility, through referrals

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including, but not limited to, its weatherization programs, local CLPPP or housing departments, and other organizations. The residents of identified units shall meet the eligibility criteria listed in Exhibit F, Programmatic Provisions, Section 9, Eligibility, and Section 10., Income Verification.

- C. Contractor's outreach workers shall conduct lead hazard education with the property owner and residents to include providing each of them with the required Environmental Protection Agency's booklet, "Protect Your Family from Lead in Your Home," explain the availability of the LHC services offered under this Agreement, and request written authorization to inspect the units.
 - 1) If the owners and residents provide written authorization to inspect the units, Contractor's certified lead inspector/risk assessor shall complete a lead screening or lead-based paint inspection using XRF testing and dust wipe sampling in accordance with Task 4., Project Assessment, described below. If any of the painted surfaces sampled have results above the action level, then Contractor shall notify CSD of project enrollment on appropriate CSD form or through online reporting and proceed with LHC activities.
 - 2) If the owners and/or residents refuse to provide written authorization to inspect the unit, that unit may still receive weatherization services utilizing lead-safe work practices, as per Appendix I in the Weatherization Installation Standards Manual.
- D. Outreach materials and public service announcements developed for the purposes of this Agreement shall be provided to CSD for approval prior to use.
- E. Contractor shall participate in at least two community events in their service area to promote lead hazard awareness to the general public. Contractor shall notify CSD within two weeks prior to the event. Contractor may conduct the community events in partnership with the local CLPPP agencies and other entities of their choice.

3. Task 2 – Collaboration

- A. Contractor shall develop or strengthen working relationship with CLPPP, housing development, and other similar agencies in the county(-ies) they serve. Contractor shall be responsible for reporting collaboration activities in accordance with Exhibit F, Programmatic Provisions, Section 14., Programmatic Reporting Requirements, item A.
- B. Contractor shall submit a collaboration plan within sixty (60) days from the beginning date of the contract that describes partners involved, working strategies,

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and collaboration goals and objectives that will occur during the course of this Agreement.

4. Task 3 – Matching Requirement

- A. Contractor shall enter into an agreement on the appropriate CSD form with the property owner requiring the property owner to contribute at least 10% of the total direct project cost in the form of a cash contribution, purchasing materials, or assisting with relocation costs. Contractor may elect to cover the owner's contribution as long as the source of the contribution is derived from nonfederal funds and at the approval of CSD. Contractor shall provide the property owner with information on local financing options if the property owner is having trouble securing the 10% matching requirement.
- B. Contractor shall be responsible for collecting the property owner's contribution. In the event the property owner fails to provide the contribution as agreed, then Contractor shall cover the contribution using nonfederal sources.
- C. Contractor shall conduct weatherization services in conjunction with LHC services in accordance with CSD's weatherization programs or utility funded programs in each unit unless approved otherwise by CSD.
- D. Contractor will be responsible for meeting its matching obligations as described in Exhibit B, Budget Detail and Payment Provisions, Section 2., Matching Contribution.

5. Task 4 - Project Assessment

A. Lead Hazard Evaluation for Residential Buildings

Contractor agrees to comply with the following requirements particular to conducting lead hazard control evaluations. Contractor shall:

- 1) Conduct and prepare a combination lead-based paint inspection and risk assessment in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8, §36000, CSD's LHCP Policies and Procedures, and Chapters 5 and 7 of the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing as published by HUD in October 1997 (hereinafter referred to as HUD Guidelines).
- 2) Test the painted surfaces using an XRF analyzer with data inputted into a palm data recorder (PDR) for report generation using the HUD Guidelines for thresholds in paint that is 1.0mg/cm², unless local ordinance is more restrictive.

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- 3) Conduct or ensure testing of the dust and soil samples for lead-based paint inspections, risk assessments, and clearances, so that these are in accordance with HUD Guidelines, Environmental Protection Agency (EPA) lead hazards standards rule at 40 CFR 745.227(e) (8) (viii); Title 17, California Code of Regulations, §§35035 and 35036 lead-contaminated dust and soil; and CSD LHC Policies and Procedures. Dust-wipe samples, soil samples, and any paint samples for laboratory analysis must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLAPP). Units or areas treated shall not be reoccupied until clearance is achieved. The dust and soil standards to follow are:
 - a. 40 micrograms of lead per square foot on an interior hard-surfaced floor or carpet;
 - b. 250 micrograms of lead per square foot on a windowsill;
 - c. 400 micrograms of lead per square foot on a window well (clearance only);
 - d. 400 parts per million of lead in bare soil in children's play areas; and
 - e. 1000 parts per million of lead in bare soil in all other areas.
- 4) Procure an independent, third-party inspector to conduct all clearance inspections of units receiving LHC work. The third-party inspector must be independent of the Contractor and any other subgrantee receiving funds awarded to CSD under a HUD lead hazard control grant.
- 5) Assure that the third-party clearance inspection are conducted in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8, §36000, CSD's LHCP Policies and Procedures, and Chapter 15 of the HUD Guidelines.
- 6) Request and receive formal concurrence from CSD for deviations from the procedures described in the Guidelines. Such deviations may include thresholds for abatement hazard control or post abatement hazard control clean-up procedures, which differ from the HUD Guidelines.
- 7) Comply with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.

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- 8) Prepare the lead-based paint/risk assessment report using the format prescribed by CSD unless otherwise approved.
- 9) Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements required under 24 CFR Part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

“The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.”

B. Housing Developer Pro (HDP) Project Design/Pre-LHC Services

- 1) HDP Project Design: Contractor agrees to comply with the following requirements particular to completing and developing the HDP work write-up and cost estimate (hereinafter referred to as project design). Contractor shall:
 - a. Develop the project design to address all hazards identified in the risk assessment, which includes all lead-based painted surfaces that are identified to be in poor condition.
 - b. Select LHC strategies by combining interim controls and abatement methods in accordance with CSD’s LHCP Policies and Procedures.
 - c. Prepare the HDP project design using The Enterprise Foundation’s Housing Developer Pro (HDP) software, which includes predetermined specifications and associated costs. Modifications to costs and additional specifications must be approved by CSD.

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- 2) Pre-LHC services: Contractor shall not commence LHC services until the following activities have occurred:
- a. CSD has received and approved the initial notification package that includes but is not limited to a copy of the lead-based paint inspection/risk assessment, authorizations to inspect and perform LHC services signed by tenants/property owner, HDP project design signed by property owner, project enrollment, and a copy of temporary relocation notifications (if applicable).
- Note: Contractor can submit the HDP project design prior to owner signature for CSD approval; however, a signed original must be provided to CSD before LHC services commence.
- b. Blood-lead tests have been administered and recorded in writing of all children under the age of six occupying affected units within the past six months prior to the abatement or hazard control. Contractor shall have the parent/guardian of the child sign a Release of Medical Information form as provided by CSD in order to receive test results. Centers for Disease Control and Prevention (CDC) recommendations for blood-lead testing are to be followed. Children with elevated blood levels (EBLs) shall be referred to the local CLPPP for appropriate treatment and follow-up medical care. Contractor is not responsible for administering blood-lead tests. In the event the parent/guardian refuses to allow the blood-lead test, then Contractor must obtain a signed waiver.
 - c. Environmental assessment has been completed and approved in accordance with 24 CFR 50.4 and CSD's LHCP Policies and Procedures.

6. Task 5 – LHC Services

Contractor agrees to comply with the following requirements particular to conducting lead hazard control activities. Contractor shall:

- A. Comply with Title 17, California Code of Regulations, Division 1, Chapter 8, §36100, Requirements for Abatement for Public and Residential Buildings, and Chapters 11 and 12 of the HUD Guidelines while conducting LHC activities.
- B. Observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration (29 CFR 1910.1025), and Cal/OSHA Lead in Construction Standard Title 8, Sec. 1532.1.

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- C. Prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydroblasting or hydrowashing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100°F as work practices at any time.
 - D. Perform LHC services in accordance with the approved HDP project design. CSD must approve any modifications to the HDP project design.
 - E. Provide temporary relocation to eligible households in accordance with HUD Handbook 1378, Tenant Assistance, Relocation and Real Property Acquisition, and CSD's Temporary Relocation Policy Guidance.
 - F. Conduct worksite setup and preparation in accordance with Chapter 8 of the HUD Guidelines and CSD's LHCP Policies and Procedures.
 - G. Dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. Contractor must handle disposal of wastes from hazard control activities that contain lead-based paint but are not classified as hazardous in accordance with State or local law or the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
 - H. Commence LHC services no later than one hundred twenty days (120) days from project enrollment unless approved otherwise by CSD.
7. Task 6 - Clearance Inspection
- A. Contractor shall assure that an independent, third-party, State-certified lead inspector/assessor or a certified lead project monitor conducts the clearance inspections in accordance with Chapter 15 of the HUD Guidelines and CSD LHCP Policies and Procedures.
 - B. Contractor shall assure that clearance reports are provided to the property owner and CSD no later than seven days after receiving laboratory data. Contractor shall notify CSD if the clearance report will take longer than seven days. If the level of lead dust in the wipe exceeds established clearance standards and/or the visual inspection reveals deficiencies, such deficiencies shall be noted and reported to CSD and Contractor's crew supervisor and clearance shall not be given.
 - C. Contractor shall correct failed clearances within one working day and shall be responsible for achieving clearance in all units in which LHC services are provided.

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- D. Contractor shall be responsible for achieving clearance in all units in which LHC activities are provided.
 - E. Contractor shall advise the property owner of his/her ongoing monitoring and maintenance obligations by providing them with the HUD booklet, "Lead Paint Safety: A Field Guide for Painting, Home Maintenance, and Renovation Work" (HUD –1779-LHC, March 2001) and CSD Operating Procedures.
 - F. Contractor shall assure that the property owner is provided with a copy of the clearance inspection in accordance with Exhibit F, Programmatic Provisions, Attachment I, Work Plan, 5., Task 4 – Project Assessment, Section A., Lead Hazard Evaluation for Residential Buildings, item 9).
8. Other

Contractor shall immediately notify CSD upon termination of the project via the appropriate CSD reporting form.

EXHIBIT F, ATTACHMENT II, WORK PLAN DEVELOPMENT WORK SHEET

Benchmark Standards Worksheet

Contract Number: 05L-20xx

SAMPLE

Period of Performance: February 15, 2005 through June 30, 2007

[illegible]

EXHIBIT G
(Standard Agreement)

DEFINITIONS

Abatement: Any set of measures designed to permanently eliminate lead-based paint hazards.

Administrative Costs: The allowable, reasonable, and allocable direct and indirect costs related to the overall management of this Agreement for lead hazard reduction activities. Specific activities included in this cost category include, but are not limited to, accounting, auditing, monitoring assistance, and like services necessary to sustain the direct activities required by this Agreement.

Agreement: The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Assessment: The process of performing an on-site review of the dwelling unit in order to determine the labor and materials necessary to eliminate or reduce the lead-based paint hazards in the unit as required.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

California Accredited Program: A California-approved certification or licensing program conducted in accordance with Title 17, California Code of Regulations, Division 1, Chapter 8, Sections 35001 et seq.

California Certified: Certified by the State of California, Department of Health Services, as a lead-related construction worker, supervisor, or other appropriate certificated staff.

Certified Contractor: A contractor who is California certified as a Lead-Related Construction Inspector/Risk Assessor, Supervisor, Project Monitor, and/or Worker and who will conduct lead-hazard reduction work in accordance with that certification.

Children: Members of a household who have not attained their nineteenth (19th) birthday.

CLPPP: California Department of Health Services Local Childhood Lead Poisoning Prevention Program.

Contractor: The entity (partnership, corporation, association, or agency) designated on the face sheet of this Agreement.

CSD: The State of California, Department of Community Services and Development.

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DHS: The State of California, Department of Health Services.

Direct Project Costs: The allowable costs that are incurred in the direct implementation of activities as required under this Agreement. Activities are limited to dust and soil testing, combined lead-based paint inspection and risk assessments, interim controls, abatement of lead hazards, and temporary relocation, and clearance examinations.

Dwelling Unit: A house, apartment, group of rooms, or single room occupied as separate living quarters.

Elevated Blood-Lead Level (EBL): A blood lead level of greater than or equal to 10 ug/dl of blood (micrograms of lead per deciliter).

Encapsulation: A method of abatement that involves the coating and sealing of surfaces with durable surface coatings specifically formulated to be elastic, long-lasting, and resistant to cracking, peeling, algae, and fungi so as to prevent lead-containing substances becoming a part of house dust or accessible to children through chalking or flaking. Paint is not an encapsulant.

Enclosure: The resurfacing or covering of surfaces, and sealing or caulking with durable materials so as to prevent or control chalking, flaking, or lead-containing substances from becoming part of house dust or accessible to children.

Hazard Reduction (also known as Interim Controls): A set of measures designed to temporarily reduce human exposure to lead-based paint hazards created by deteriorating lead-based paint.

HDP: Housing Developer Pro software program.

High Efficiency Particulate Accumulator (HEPA): A vacuum cleaner fitted with a filter capable of filtering out particles of 0.3 microns or greater from a body of air at 99.997 percent efficiency or more.

Household: All persons living together in a dwelling unit.

HUD: The United States Department of Housing and Urban Development.

Intake: Includes but is not limited to the process of completing an intake form and reviewing documentation in order to verify eligibility and gather initially required data.

Interim Controls: See Hazard Reduction.

LHC: Lead Hazard Control.

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Low Income, Moderate Income: “Low income” means an individual, household, or family earning a maximum of 80 percent of the area median income as determined by HUD. “Moderate income” means an individual, household, or family earning a maximum of 95 percent of the area median income as determined by HUD. HUD may establish income ceilings higher or lower than 80 or 95 percent of the area median income based on HUD findings that such variations are necessary.

LPA: Lead Paint Analyzer.

Migrant Farm Worker: A seasonal farm worker who, during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) performs or has performed farm work that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Parties: The State of California and the Contractor.

Portable Data Recorder (PDR): A Portable Data Recorder is a lightweight data-entry solution for lead inspectors in the field. The PDR is designed to run on a handheld personal computer (PC) and allows the lead inspector to eliminate handwritten notes and laptop computers.

Program: All activities designed to research, assess, and reduce lead-based paint hazards conducted under the U.S. Department of Housing and Urban Development grant that the Department of Community Services and Development has received.

Program Support Costs: All allowable costs that are essential to the implementation of this Agreement but that are neither direct contract activities nor administrative costs. Specific activities included in this cost category include, but are not limited to, outreach, client education, intake, unit assessment, procuring liability insurance, training, supporting data collection, purchasing or leasing equipment, reporting activities, blood lead testing and like services necessary to sustain the direct activities required by this Agreement.

RMD: Radiation Monitoring Device.

Replacement: A strategy of abatement that entails removing components such as windows, doors, and trim that have lead-based paint surfaces and installing new components free of lead-based paint.

Seasonal Farm Worker: A person who, during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services), was employed at least 25 days in farm work or who earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant, year-round salary.

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Separate Living Quarters: Living quarters in which the occupants do not live and eat with any other persons in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupants. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

State: The State of California, Department of Community Services and Development.

Subcontract: A contract entered into by and between the Contractor and its Subcontractor to carry out the purposes of this Agreement.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters a subcontract with Contractor to fulfill a portion of the terms of this Agreement.

Substrate: The material to which a coating such as paint is applied. Residential substrates are usually wood, plaster, masonry, gypsum board, or metal, including components such as doorframes, window trim, walls, ceilings, and baseboards.

Surface: The outer or topmost boundary of a substrate.

Testing: The measurement of lead in painted surfaces by Federal- or California-certified personnel using a portable X-ray Fluorescence analyzer, laboratory analysis of paint samples, or other methods approved by the U.S. Department of Housing and Urban Development.

Trained Worker: A worker who has successfully completed a California-accredited Lead-Related Construction Work training program.

WX: Weatherization.

XRF: X-ray Fluorescence.



EXHIBIT H
(Standard Agreement)
CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Lead Hazard Control Services

PERIOD: February 15, 2005 through June 30, 2007

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, If applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.